

**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

IN RE:

Darlene L Wilson aka Darlene Wilson

Jon B Wilson aka Jon Wilson

Debtor(s),

Case No. 21-11528-BLS

Chapter 13

U.S. BANK TRUST NATIONAL)
ASSOCIATION, NOT IN ITS INDIVIDUAL)
CAPACITY, BUT SOLELY AS TRUSTEE OF)
LSF8 MASTER PARTICIPATION TRUST)

Movant,

v.

Darlene L Wilson aka Darlene Wilson)
Jon B Wilson aka Jon Wilson)
Debtor/Respondent)
William F. Jaworski, Jr., Trustee.

NOTICE OF NONCOMPLIANCE

PLEASE TAKE NOTICE that the above captioned Debtor has failed to comply with the terms of this Court's order entered on the docket on May 2, 2022 (DOC No. 54) (the "Agreed Order"); to-wit:

1. The Debtor has missed the payments pursuant to the Agreed Order, and the account as of March 13, 2023 is currently due for:
 - a) Regular Post-Petition Payments from 05/07/2022 to 01/07/2023 in the amount of \$2,716.22 per month in addition to Payments from 02/07/2023 to 03/07/2023 in the amount of \$2,779.35 per month,
 - b) plus late charges of \$0.00 per month,
 - c) plus the charge associated with this notice \$100.00,
 - d) less the suspense balance in the amount of (\$0.00).

The total amount necessary to cure the defaults set forth above is \$30,104.68.

2. Pursuant to the terms of the Agreed Order, the Debtor or the Trustee, within fifteen (15) days of the date of this Notice of Noncompliance (the "Cure Period"), must either (i) cure

the Default by tendering \$30,104.68 (total amount of the Default) to the Movant in certified funds or cashier's check, (ii) file an objection with the court stating that no default exists; or (iii) file an objection with the court stating any other reason why an order granting relief from the automatic stay should not be entered.

3. Any cure of the Default must include payment of all amounts set forth herein as well as payments which have substantially become due under the terms of the Agreed Order and any amounts that are due at the time Debtor cures the Default. Acceptance of partial payment by the Movant during the Cure Period shall not constitute a satisfaction or waiver of the Notice of Default. Any cure payments should be made payable to U.S. Bank Trust National Association, not in its individual capacity, but solely as Trustee of LSF8 Master Participation Trust c/o Fay Servicing and sent to PO Box 814609, Dallas TX 75381-4609.
4. If the Debtor does not take one of the actions set forth in paragraph two (2) within the Cure Period, the Movant may file a certificate with the Court stating that the Movant has complied with the terms of the Agreed Order, and the Court may grant relief from the automatic stay without further notice to the Debtor. If the automatic stay is terminated, the Property may be sold at a foreclosure sale.

Respectfully Submitted,

/s/ Catherine Di Lorenzo
Catherine Di Lorenzo, BAR No: 5475
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Newark, DE 19711
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Attorney for Movant

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and accurate copy of the foregoing was mailed first-class, postage prepaid this 17th day of March, 2023, to:

Darlene L Wilson aka Darlene Wilson
7250 Bayside Dr
Dover, DE 19901

Jon B Wilson aka Jon Wilson
7250 Bayside Dr
Dover, DE 19901
Debtor(s)

and by the Court's CM/ECF notification system to:

Peter K. Schaeffer, Jr.
1073 South Governors Avenue
Dover, DE 19904
schaeffer@avenuelaw.com
Attorney for Debtor

William F. Jaworski, Jr.
824 N Market Street, Suite 1002
Wilmington, DE 19801
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Chapter13 Trustee

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Wilmington, DE 19801
USTPRegion03.WL.ECF@USDOJ.GOV
U.S. Trustee

By: /s/ Catherine Di Lorenzo
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